

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 21	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>				
		42b. RECEIVED AT <i>(Location)</i>				
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE				

Section SF 30 - BLOCK 14 CONTINUATION PAGE

ATTACHMENT A

W912PQ-08-T-0040 CATERING: CAMP BUCKNER, WEST POINT, NY

Q1. Is there a dining facility at the location or, are the meals to be prepared offsite then delivered to site for feeding?

-If limited, what are the equipments available?

-Are we to bring all food fully prepared & ready to serve or we can cook some of it there?

- Are there facilities available to prepare the meals for the above referenced solicitation?

Is all serving equipment available at the site?

-Do we have access to cooking and serving facility (kitchen & food service)?

A1. The site has a cooking and serving area; this equals a full kitchen. Food is to be brought on site fully prepared and can be heated on site using two (2) ovens and stove tops. Utensils are not available and must be brought to the site for preparing and serving.

Q2. -Do you want all items on the menu packaged individually as specified in the menu or have available for service as in food service?

A2. Food is to be prepared offsite and served at the dining facility, as in Food Service line; it can be kept warm at the facility. All bagged lunches must be packaged individually per the menu.

A3. -As for bag lunches, your clients are eating there or taking the food and going some where else?

A3. Bag lunches are to be brought to the serving site and the unit will retrieve and make distribute to the soldiers.

Q4. -For nutritional value of each item, how are we to supply you the information?

A5. Nutritional information can be retrieved/provided by the Non-Commissioned Officer in charge if requested by Soldiers.

Q5. Do you want all nutritional value printed on a label and label individually wrapped items?

A5. No

Q6. Are there any security check for all staffs required?

A6. YES, a list must be provided to the Technical/Delivery information point of Contact at least 24 hours in advance in order to go through the check points.

Q7. When can we start setting up the event and are we required to cart all garbages away?

A7. Anytime, Vender must remove all trash and leave the kitchen as they found it.

In addition, see Q/A 6 above.

Q8. Are there any recycle requirement?

A8. No as stated above

Q9. Can the quote be e-mailed?

A9. Yes: Elizabeth.condon@us.army.mil

Q10. I believe the delivery information is incorrect on page 9 of the solicitation - just want to make sure, this is for meals at West Point, not Cortlandt Manor

A10. Amendment to the solicitation was posted on the web to change the Delivery location and date.

Q11. When/how will we be notified if we were awarded the contract?

A11. The final decision will be made Monday, August 25, 2008 and posted on the web. The Contract Awardee will be notified by any combination of E-mail/phone/fax.

Section SF 1449 - CONTINUATION SHEET

BILLING INSTRUCTIONS

This Purchase is exempt from all Federal, State and Local Sales Taxes.

TAX IDENTIFICATION NUMBER 11-6002464

BILLING INSTRUCTIONS-IMPORTANT PLEASE READ

In order to be paid in a timely manner, please assist us by following the instructions listed below:

1. Establish this account for the New York Army National Guard and forward invoices to:
US Property and Fiscal Office - New York
ATTN: MNPF-VP
330 Old Niskayuna Road
Latham, New York 12110-2224
2. Please verify:
 - a. The vendor's name & address (BLOCK 17A) specified on the Standard Form 1449, SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (SF 1449), must match those on the invoice. BLOCK 9 on DD1155, BLOCK 15A on SF 30
 - b. **Total cost billed cannot exceed the dollar amount on the SF 1449, DD1155, or SF 30.** Do not exceed the amounts shown on the purchase order/contract without prior approval of the Contracting Officer. If you exceed your dollar amounts without the Contracting Officer's approval you will not get paid your additional money. **ONLY CONTRACTING PERSONNEL HAVE THE AUTHORITY TO CHANGE OR MODIFY THIS PURCHASE/DELIVERY ORDER. UNIT PERSONNEL DO NOT HAVE THE AUTHORITY TO CHANGE THIS PURCHASE/DELIVERY ORDER. THERE ARE NO EXCEPTIONS.**
3. A separate invoice is required for each SF 1449, DD1155, or SF 30 (**cannot accept statements**):
 - a. Send invoices to address listed in paragraph one above.
 - b. Invoices should not be submitted until after the time period specified on the SF 1449, **DD1155**, or SF 30
 - c. **Each invoice must reflect the Order Number**
(Starts with W912PQ).
4. **ADDITIONAL GUIDANCE ON THE PAYMENT OF INVOICES:** A clause may be added to your invoice to expedite payment. It must be typed on an original invoice as follows and signed by a government official **AT THE TIME OF DELIVERY**:

**I CERTIFY THAT THE SERVICES OR PRODUCTS CALLED FOR IN
(insert order number) HAVE BEEN DELIVERED PER THE TERMS AND
SPECIFICATIONS OF THE ORDER**

(Signature of GOVERNMENT REP)

(Typed or printed name of GOV. REP.)

(Date delivery was rendered)

5. Any **CONTRACTING QUESTIONS** concerning this purchase/delivery order should be directed to the Purchasing Office (518) 786-4747, ATTN: Connie Riley, (518) 786-4939 ATTN: Kenneth D. Trzaskos, (518) 786-4986, ATTN: Mark Walsh, (518) 786-4741, ATTN: Jeannine Mannarino, or (518) 786-4460, ATTN: Sabrina Bratcher. **THESE CONTRACTING PERSONNEL ARE THE ONLY PERSONS AUTHORIZED TO CHANGE OR MODIFY THIS PURCHASE/DELIVERY ORDER. NO OTHER UNIT INDIVIDUAL HAS THE AUTHORITY TO CHANGE THIS PURCHASE/DELIVERY ORDER. REPEAT, NO OTHER INDIVIDUAL BUT THE CONTRACTING PERSONNEL LISTED IN THIS PARAGRAPH HAVE THE AUTHORITY TO CHANGE THIS PURCHASE/DELIVERY ORDER. THERE ARE NO EXCEPTIONS.**

6. Inquiries on **PAYMENT** should be directed to the Voucher Processing Office (518) 786-4752/4749/4755/4756, ATTN: Tracy Charbonneau-Kehn, or SPC Jason Giudici. You must have your contract number or purchase order number for assistance. Acting Financial Manager is Mr. Paul Brucato (518) 786-4757.

TO EXPEDITE YOUR PAYMENT YOU SHOULD INCLUDE YOUR ABA ROUTING NUMBER, YOUR ACCOUNT NUMBER AND YOUR FINANCIAL INSTITUTION ON OR WITH YOUR INVOICE. YOUR INVOICE SHOULD ALSO INCLUDE YOUR FEDERAL TAX IDENTIFICATION NUMBER.

7. A Defense Finance Payment Office web site is also available for **PAYMENT** inquiries,
<http://www.dod.mil/dfas/vendor>

DELIVERY and TECHNICAL questions should be directed to: Sergeant Major Forney, (518) 272-6321.

A0524-8219, NON-ACCOUNTABLE

MEAL MENUS

	<u>NYARNG MENU</u>						
	<u>DAY 4</u>						
<u>BREAKFAST</u>	<u>PORTION</u>	<u>CAL</u>	<u>PRO</u>	<u>FAT</u>	<u>CARBS</u>	<u>CHOL</u>	<u>SOD</u>
Chilled Apple Juice	5 Ounces	72	0	0	18	0	4
Assorted Dry Cereal	1 Cup/Pkg						
Assorted Fresh Fruit							
Eggs to Order							
French Toast	2 Slices	206	9	6	29	148	324
Maple Syrup	1 Tbsp	53	0	0	14	0	12
Grilled Ham Slices	2 ½ Ounces	140	17	7	0	45	1157
Margarine Patties	1 Tbsp	34	0	4	0	0	44
Jam and Jelly, Assorted	1 Tbsp	39	0	0	10	0	4
Milk, Low Fat 2%	1 Cup	122	8	5	12	20	122
Tea	1 Cup	0	0	0	0	0	0
Coffee (Manual urn)	1 Cup (Black)	5	0	0	1	0	8

<u>Lunch</u>							
Beef Stew	1 ¼ Cups	286	25	11	22	66	593
Steamed Rice	¾ Cup	148	3	1	32	0	214
Lyonnais Carrots	½ Cup	61	1	2	10	5	167
Garden Vegetable Salad	¾ Cup	12	1	0	3	0	18
Assorted Dressings							
Assorted Breads	2 Slices						
Margarine Patties	1 Tbsp	34	0	4	0	0	44
Brownies, Individual	1 Brownie	364	6	19	46	55	132
Milk, Low Fat 2%	1 Cup	122	8	5	12	20	122
Coffee	1 Cup (Black)	5	0	0	1	0	8
Orange Drink	1 Cup	64	0	0	16	0	2
<u>Dinner</u>							
Vegetable Soup	1 Cup	57	3	1	10	1	1278
Crackers, Soda	2 Crackers	26	0	0	4	0	38
Baked Fish Portions	3 ½ Ounces	278	16	13	24	114	594
Lemon Wedges	1 Slice (1/6 Lemon)	3	0	0	0	0	2
Potatoes Au Gratin	2/3 Cup	228	6	10	30	28	444
Seasoned Green Beans	½ Cup	54	2	3	7	7	102
Lettuce and Tomato Salad	3 ½ Ounces	24	1	0	5	0	11
Assorted Dressings							
Assorted Breads	2 Slices						
Margarine Patties	1 Tbsp	34	0	4	0	0	44
Assorted Fresh Fruit							
Milk, Low Fat 2%	1 Cup	122	8	5	12	20	122
Coffee (Manual urn)	1 Cup (Black)	5	0	0	1	0	8
Ice Tea (Instant)	1 Cup (Unsweetened)	6	0	0	1	0	14

	<u>NYARNG MENU</u>						
	<u>DAY 5</u>						
<u>BREAKFAST</u>	<u>PORTION</u>	<u>CAL</u>	<u>PRO</u>	<u>FAT</u>	<u>CARBS</u>	<u>CHOL</u>	<u>SOD</u>
Chilled Orange Juice	5 Ounces	65	1	0	15	0	3
Assorted Dry Cereal	1 Cup/Pkg						
Eggs to Order							
Baked Sausage Patties	2 Patties	197	10	17	0	44	690
Pancakes	2 Cakes	253	7	6	41	53	512
Maple Syrup	1 Tbsp	53	0	0	14	0	12
Toast	2 Slices						
Margarine Patties	1 Tbsp	34	0	4	0	0	44
Jam and Jelly, Assorted	½ Ounces	39	0	0	10	0	4
Milk, Low Fat 2%	1 Cup	122	8	5	12	20	122
Tea	1 Cup	0	0	0	0	0	0
Coffee (Manual urn)	1 Cup (Black)	5	0	0	1	0	8
<u>Lunch</u>							
Onion Soup	1 Cup	107	2	8	8	1	1271
Crackers, Soda	2 Crackers	26	0	0	4	0	38
Steak, Smothered with Onions	3 ½ Ounces	329	37	16	8	108	297
Baked Potatoes	1 Each	146	3	0	34	0	9
Mexican Whole Grain Corn	¾ Cup	117	4	2	25	2	288
Chefs Salad	1 Cup	102	9	5	5	71	228
Assorted Dressings							

Dinner Rolls	2 Rolls	357	9	11	56	0	380
Margarine Patties	1 Tbsp	34	0	4	0	0	44
Assorted Fresh Fruit							
Milk, Low Fat 2%	1 Cup	122	8	5	12	20	122
Coffee (Manual urn)	1 Cup (Black)	5	0	0	1	0	8
Lemon Lime Drink	1 Cup	64	0	0	16	0	2
<u>Dinner</u>							
Roast Turkey	3 ½ Ounces	257	31	12	4	95	1010
<u>Cranberry Sauce</u>	1 Each ½ “ Slice	86	0	0	22	0	16
Mashed Potatoes (Instant)	½ Cup	83	2	2	14	2	245
Candied Sweet Potatoes	½ Cup	179	1	4	34	10	253
Green Beans with Mushrooms	½ Cup	52	2	3	6	7	170
Spring Salad	¾ Cup	16	1	0	4	0	7
Assorted Dressings							
Assorted Breads	2 Slices						
Margarine Patties	1 Tbsp	34	0	4	0	0	44
Pears, Canned	½ Each	56	0	0	14	0	4
Milk, Low Fat 2%	1 Cup	122	8	5	12	20	122
Coffee (Manual urn)	1 Cup (Black)	5	0	0	1	0	8
Ice Tea (Instant)	1 Cup (Unsweetened)	6	0	0	1	0	14

	<u>NYARNG MENU</u>						
	DAY 14						
<u>HOAGIE (SUBMARINE) SANDWICH</u>	PORTION	CAL	PRO	FAT	CARBS	CHOL	SOD
Sandwich (one each)	1 Sandwich	564	35	32	36	90	1662
Assorted Fresh Fruit							
Potato Chips, Ind	1 Ounce	151	2	10	15	0	168
Raisins, Box, Ind	0.5 Ounces	42	0	0	11	0	2
Assorted Dressings							
Mustard, PC	1 Tbsp	3	0	0	0	0	56
Mayonnaise, PC	1 Tbsp	57	0	5	4	4	105
Candy Bar, Ind	1 Bar	273	5	14	34	7	152
Soda, Canned 12oz ***	1 Can						
*** See Can for Nutritional Value							

	<u>NYARNG MENU</u>						
	DAY 16						
<u>FAMILY DAY</u>	PORTION	CAL	PRO	FAT	CARBS	CHOL	SOD
Grilled Hamburger	1 2 Ounce Burger	294	19	14	22	50	277
Grilled Cheeseburger	1 2 Ounce Burger	400	25	23	22	77	461
Simmered Frankfurter on Roll	1 Each	262	9	15	22	22	732
Sauerkraut	¾ Cup	32	2	0	7	0	1113
Boston Baked Beans	½ Cup	139	7	1	26	1	543
Potato Salad	2/3 Cup	196	2	13	19	45	571
Macaroni Salad	½ Cup	141	3	6	20	26	217
Mustard	1 Tbsp	3	0	0	0	0	56
Catsup	1 Tbsp	18	1	1	4	18	180

Pickles							
Pickle Relish	1 Tbsp	19	0	0	5	0	122
Chopped Onions	1 Tbsp	8	0	0	2	0	13
Lettuce and Tomato Salad	3 ½ ounces	24	1	0	5	0	11
Assorted Dressings							
Brownies	1 Brownie	364	6	19	46	55	132
Soda, Canned***							
***See can for nutritional Value							

	<u>NYARNG</u>						
	<u>MENU</u>						
	DAY 17						
<u>BAG LUNCH</u>	PORTION	CAL	PRO	FAT	CARBS	CHOL	SOD
Sandwiches, Cold Cut Assorted	2 Sandwiches	754	38	32	82	88	2248
Eggs, Hard Boiled	2 Eggs	149	12	10	1	425	126
Assorted Fresh Fruit							
Potato Chips, Ind	1 Ounce	151	2	10	15	0	168
Oatmeal Cookies	2 Cookies	296	6	12	43	16	169
Soda, Canned***							
***See can for nutritional value							

SPECIAL INSTRUCTIONS

Under the solicitation, the contractor is required to provide all material, labor and supervision required to prepare and serve catered meals in support of the Recruiting and Retention Command Drill Weekend, NYARNG conducted at the Camp Buckner, West Point, NY Training Site. All items required to prepare and serve the meal(s) inclusive of paper goods and clean up will be provided by the contractor. Due to the nature of the training; scrambled eggs shall be substituted in lieu of "Cooked to Order Eggs".

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		900	Each	\$3.50	\$3,150.00

MEALS:

FFP

450 Breakfast Meals Each day in accordance with NYARNG Menus as follows:

September 13, 2008 - Menu # 5.

September 14, 2008 - Menu # 4

Total Meals = 900.

Delivered to Recruiting and Retention Command, Camp Buckner Training Site,
West Point, NY. Point of Contact is :Sergeant Major Forney.

FOB: Destination

PURCHASE REQUEST NUMBER: W91FW581501001

NET AMT	\$3,150.00
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ACRN AA

\$3,150.00

CIN: W91FW5815010010001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		900	Each	\$5.50	\$4,950.00

MEALS:

FFP

450 Bag Lunches Each day in accordance with NYARNG Menus as follows:

September 13, 2008 - Menu # 14.

September 14, 2008 - Menu # 17.

Total Meals = 900.

Delivered to Recruiting and Retention Command, Camp Buckner Training Site,
West Point, NY. Point of Contact is :Sergeant Major Forney.

FOB: Destination

PURCHASE REQUEST NUMBER: W91FW581501001

NET AMT	\$4,950.00
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ACRN AA

\$4,950.00

CIN: W91FW5815010010002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		450	Each	\$6.00	\$2,700.00

MEALS:

FFP

450 Dinner Each day in accordance with NYARNG Menus as follows: September 13, 2008 - Menu # 16.

Total Meals = 450.

Delivered to Recruiting and Retention Command, Camp Buckner Training Site, West Point, NY. Point of Contact is :Sergeant Major Forney.

FOB: Destination

PURCHASE REQUEST NUMBER: W91FW581501001

NET AMT	\$2,700.00
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ACRN AA	\$2,700.00
CIN: W91FW5815010010003	

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	13-SEP-2008	900	W91FW5 - NYARNG RECRUITING & RETENTION SGM FORNEY * CAMP BUCKNER TRAINING SITE WEST POINT NY 10996 518-488-0527 FOB: Destination	W77737
0002	13-SEP-2008	900	(SAME AS PREVIOUS LOCATION) FOB: Destination	W77737

0003	13-SEP-2008	450	(SAME AS PREVIOUS LOCATION)	W77737
			FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: 2182060000081810301B370200000258A38WK0HW91FW581501001WK0H38030192

AMOUNT: \$10,800.00

CIN W91FW5815010010001: \$3,150.00

CIN W91FW5815010010002: \$4,950.00

CIN W91FW5815010010003: \$2,700.00

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2007)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay,

setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating

to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)) flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements ``Nov 2007)" (41 U.S.C. 351, et seq.)

(x) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)